

IN THE MAGISTRATE COURT OF Harrison COUNTY, WEST VIRGINIA

Name & Address of plaintiff's attorney, if applicable:

Kelly Renee Carney
1328 GOOD HOPE PIKE
Clarksburg, WV 26301

v.
VERIZON COMMUNICATIONS
1095 AVENUE OF THE AMERICAS
New York, NY 10036

Case No: 15-M17C-01495 (TM)

CIVIL SUMMONS

Certified Mail

Certified Mail

In the name of the State of West Virginia, VERIZON COMMUNICATIONS, VERIZON COMMUNICATIONS as defendant(s) named in the above-styled civil action, you are hereby summoned to appear before or make answer to the Harrison County Magistrate Court at 306 Washington Ave., Clarksburg, WV 26301 within 30 days from the date you receive service of this summons. If you fail to appear or otherwise answer, judgment by default may be taken against you for the relief demanded in the complaint.

[Signature]
Magistrate Court Clerk (sign and affix court seal)

2-24-16
Date

NOTICE: Any party in a civil action seeking over \$20.00 or possession of real estate has the right to elect that the case be tried by a jury. You must give written notice to the magistrate court either 20 days from when the first timely answer to the complaint is made or 5 days from when service of the summons and complaint is made for unlawful entry or detainer actions. If you do not notify the magistrate court within the appropriate time period, you give up your right to a jury trial. The jury fee will be assessed against the losing party if the case is tried by a jury or may be prorated between the parties if the case is settled before trial.

(OPTIONAL) NOTICE OF ELECTION: As defendant in the above action, I wish to have a jury trial.

Signature

Date

NOTICE: Any person involved in court proceedings who has a disability and needs special accommodation should inform the court sufficiently in advance so that arrangements can be made if possible.

SERVICE OF PROCESS

(To be completed ONLY by a process server when the method of service is personal service.)

METHOD OF SERVICE (check one): A. ☐ Defendant was served in person. B. ☐ Defendant was not found. C. ☐ Substituted personal service; the defendant was not found at his/her usual place of abode, so a copy of the summons and complaint was delivered and the purpose explained to _____, who is a member of the defendant's family above the age of 16.

Service was completed on the _____ day of _____ by delivery of a true written copy of the Summons together with the Complaint by (check one):

A. ☐ Certified Mail

B. ☐ Sheriff's Process Server _____ Signature _____
Name (print)

C. ☐ Private Process Server/Credible Person _____
Name and Address (print)

I received _____ from the plaintiff for serving the within summons on the defendant.

Signature from Private Process Server _____ Date _____

STATE OF WEST VIRGINIA, COUNTY OF _____, to-wit:

The foregoing instrument was taken, subscribed and sworn to or affirmed and acknowledged before me this _____ day of _____.

Magistrate Court Personnel or Notary Signature: _____ If notary, date commission expires: _____

Docket Code(s): **MMESI**

☐ File

☐ Plaintiff

IN THE MAGISTRATE COURT OF Harrison COUNTY, WEST VIRGINIA

Kelly Renee Carney
1328 GOOD HOPE PIKE
Clarksburg, WV 26301

v.
VERIZON COMMUNICATIONS
1095 AVENUE OF THE AMERICAS
New York, NY 10036

Case No: 15-M17C-01495 (TM)

ANSWER

VERIZON COMMUNICATIONS
I, VERIZON COMMUNICATIONS, as a defendant in the above case answer the allegations in the complaint

by

☐ admitting the matters set forth in the complaint and confessing judgment.

or

☐ denying the matters set forth in the complaint

☐ admitting in part and denying in part the matters set forth in the complaint

and (if applicable)

☐ raising defense(s) explained below

☐ asserting a counterclaim explained below

☐ asserting a cross-claim explained below

and further state: _____

Defendant's signature, address and phone number: _____ Date _____

NOTICE TO DEFENDANT: One copy of this answer must be filed with the court and one copy must be mailed or delivered by hand to the attorneys for all other parties or to the parties themselves if they are not represented by attorneys.

CERTIFICATE OF SERVICE

I, _____, hereby certify that I have served a copy of the above answer on the attorneys for all parties, or if

such parties are not represented by attorneys, to the parties themselves on the _____ day of _____.

☐ by hand ☐ by first-class mail to:

Name and address of attorneys or parties served: _____
Signature _____ Date _____

W.Va. Code § 50-4-9; Mag. Ct. Civ. Rules 4, 5, 8, 9
SCA-M225 / 8-94
Docket Code(s): MCANS / MCCC / MCRCF / MCCTP

☐ Court File
☐ Plaintiff
☐ Defendant

INFORMATION SHEET: CIVIL CASE DEFENDANT

ANSWER REQUIREMENT:

As a defendant, you usually must file an answer with the court within 20 days from receiving the complaint and summons (30 days if service is accepted by agent or attorney-in-fact authorized to accept service). If you are a defendant in a case involving wrongful occupation or residential property or unlawful entry or detainer, you must file your answer within 5 days of service of the summons and complaint. You must also provide a copy of your answer to the plaintiff by first-class mail or personally.

ANSWER OPTIONS:

1. **If You CONFESS Judgment** (tell the court you agree to judgment for the plaintiff, without a trial), judgment will be granted in favor of the plaintiff. Any payments or payment schedules must be arranged between you and the plaintiff, but you must pay COURT COSTS TO THE COURT. On the 21st day from the date you confess judgment, the plaintiff has the right to have the Magistrate Court Clerk to take steps to collect in full.
2. **If You DENY or ADMIT the Matters Set Forth in the Complaint** (but do not confess judgment), a trial will be scheduled. If you have a counterclaim, (any claim that you have against the plaintiff within the jurisdiction of magistrate court), it should be stated in the middle section of the answer form (under "and further states"). No fee is required. No reply by the plaintiff is required. The plaintiff's original claim and your counterclaim will be heard at the same trial. You and the plaintiff may still reach an out-of-court settlement before the trial date. If you are one of two or more defendants in a claim involving the same transaction or occurrence, in the same case you may file a cross-claim against another person. Your cross-claim may be included in your answer. You may also file a third-party complaint against someone not named in the complaint against you as being responsible for the plaintiff's damages. A fee for service of process on the third-party may be required, but no filing fee is required.
3. **If you ADMIT IN PART AND DENY IN PART the Matters Set Forth in the Complaint**, a trial will be scheduled. You and the plaintiff may still reach an out-of-court settlement before the trial date.
4. **If you FAIL TO ANSWER**, or defend against the complaint, you will be in default and a judgment by default may be rendered against you by the magistrate. The plaintiff has the right to appear 21 days from service (or 31 days if service is on an agent or attorney-in-fact authorized to accept service) and file an affidavit for default judgment. If the plaintiff fails to file for default judgment within 6 months of service, this case will be dismissed without prejudice. Without prejudice means that the plaintiff would be permitted to file a complaint on the same claim at a later date.
5. **You May ELECT a Jury Trial**, if the claim against you is at least \$20 or involves possession of real estate. If you wish to elect a jury trial, you must do so in writing within 20 days after you serve your answer or, in a wrongful occupation and unlawful entry and detainer case, within 5 days after you receive the summons and complaint. The written request is to be sent or delivered to the magistrate court.

T. MAR.

IN THE MAGISTRATE COURT OF Harrison COUNTY, WEST VIRGINIA

Name, Address & Phone Number of Plaintiff:

Kelly Carney
13281 GOOD HOPE PIKE
Clarksburg, WV 26301
304-838-1150

Case No. 15m17c-01495

v.

Name, Address & Phone Number of Defendant:

Verizon Communications
104 West St.
New York, NY 10013
212-395-1000

— fold here —

— fold here —

CIVIL COMPLAINT

The above-named plaintiff or Kelly R. Carney, on behalf of the plaintiff acting in the capacity of _____, alleges the following as true and accurate [give a clear and simple statement of the claim against the defendant(s)]: Pursuant to WV CODE 21-5-4 employees separated from payroll before paydays, corporations that discharge employees shall pay wages / fringe benefits "on or before the next regular pay" and requests the following relief from the court: Triple payment of wages / fringe pay → benefits, ~~interest~~ assessed to the full amounts. Any and all court costs. Approx \$500 min. as to per labor laws, may increase

Kelly R. Carney 10-29-15
 Signature Date

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(OPTIONAL) NOTICE OF ELECTION:

As plaintiff in the above action, I wish to have a jury trial.

Signature

Date

NOTICE: Any person involved in court proceedings who has a disability and needs special accommodations should inform the court sufficiently in advance so that arrangements can be made if possible.

304-838-1150
kcarney27@gmail.com

1328 Good Hope Pike
Clarksburg, WV
26301

October 28, 2015
Verizon Communications
104 West Street
New York, NY 10007

Dear Verizon Communications,

Pursuant to West Virginia Code 21-5-4/Cash orders:employees separated from payroll before paydays, you are hereby given notice that Kelly R. Carney intends to commence a lawsuit against you for whenever a person, firm or corporation discharges an employee, or whenever an employee quits or resigns from employment, the person, firm or corporation shall pay the employee's wages/fringe benefits due for work that the employee performed prior to the separation of employment **on or before the next regular payday** on which the wages would otherwise be due and payable: See attached check copies of amounts of wages/fringes benefits and dates, showing not paid per law. I have also attached a surplus layoff letter dated June 14, 2013. I am asking for equitable relief per law for wages/fringe benefits, due to Verizon Communications not paying in a timely manner. Verizon Communications payouts are in weekly pay periods. My final day of employment, since was out of the office on benefits for maternity leave, was, Friday, June 13, 2013, this was a pay day. The following Friday, June 20, 2013, would have been the next pay period as to when I should have received my wages and fringe benefits. You can see, by viewing attached copies of checks, this did not occur. This was a huge hardship on myself and my family. I am filing suit against you for the triple payment of wages and fringe benefits with interest to be assessed for the full amounts. I will also request the court to assess all fees/court costs to be paid by Verizon Communications pertaining to any and all issues with this matter, as it pertains to the court. A response is requested within 14 days after receiving this letter.

Please contact me as soon as possible at 304-838-1150 to resolve this matter.

The foregoing is not intended to be a complete recitation of all applicable law and/or facts, and shall not be deemed to constitute a waiver or relinquishment of any of Kelly R. Carney's rights or remedies, whether legal or equitable, all of which are hereby expressly reserved, including Kelly R. Carney's right to all available remedies against Verizon Communications, including but not limited to the recovery of costs.

Sincerely,


Kelly R. Carney



June 14, 2013

Kelly R. Carney
425 S Holden Street
Clarksburg, WV 26301

The Company offered several voluntary Enhanced Income Security Plan (EISP) incentives to eliminate the surplus condition. Unfortunately, the EISP's did not alleviate the surplus and Verizon finds it necessary to take the next step to reduce this surplus through layoffs. You are among the employees who will be laid off at the close of business today, in accordance with the layoff provisions in the Collective Bargaining Agreement between the Company and the Union.

You will receive a layoff/termination allowance in the amount of \$7,700.00, in accordance with the terms of the Collective Bargaining Agreement. Your supervisor will provide you with the number of approved vacation days for which you are entitled to receive payment.

The enclosed Summary of Benefits provides details about your benefits, including healthcare and insurance coverage, pension and savings plan benefits, reimbursement accounts, tuition assistance and timing of payments. If you have questions regarding your benefits, please contact the appropriate administrators listed in the Summary of Benefits.

On behalf of Verizon, thank you for your contributions and service to the company.

A handwritten signature in cursive script, appearing to read "Chris Childs".

Christopher D. Childs
Region President
Consumer and Mass Business Markets

Bar News Lodge 5		2013		2014	
COFFEE		2013		2014	
YTD	41.32	407.89	YTD	20.57	579.93
YTD	7,913.09	7,644.63	YTD	7,518	4,644.61
YTD	13,808.13	13,863.22	YTD	1,009.94	8,863.63
Checking Account				1,009.94	4,644.61
YTD					1,009.94

REMARKS:
 This is a copy of the original and is not to be used for any other purpose.

§21-5-4. Cash orders; employees separated from payroll before paydays.

(a) In lieu of lawful money of the United States, any person, firm or corporation may compensate employees for services by cash order which may include checks, direct deposits or money orders on banks convenient to the place of employment where suitable arrangements have been made for the cashing of the checks by employees or deposit of funds for employees for the full amount of wages.

(b) Whenever a person, firm or corporation discharges an employee, or whenever an employee quits or resigns from employment, the person, firm or corporation shall pay the employee's wages due for work that the employee performed prior to the separation of employment on or before the next regular payday on which the wages would otherwise be due and payable: *Provided*, That fringe benefits, as defined in section one of this article, that are provided an employee pursuant to an agreement between the employee and employer and that are due, but pursuant to the terms of the agreement, are to be paid at a future date or upon additional conditions which are ascertainable are not subject to this subsection and are not payable on or before the next regular payday, but shall be paid according to the terms of the agreement. For purposes of this section, "business day" means any day other than Saturday, Sunday or any legal holiday as set forth in section one, article two, chapter two of this code.

(c) Payment under this section may be made in person in any manner permissible under section three of this article, through the regular pay channels or, if requested by the employee, by mail. If the employee requests that payment under this section be made by mail, that payment shall be considered to have been made on the date the mailed payment is postmarked.

(d) When work of any employee is suspended as a result of a labor dispute, or when an employee for any reason whatsoever is laid off, the person, firm or corporation shall pay in full to the employee not later than the next regular payday, either through the regular pay channels or by mail if requested by the employee, wages earned at the time of suspension or layoff.

(e) If a person, firm or corporation fails to pay an employee wages as required under this section, the person, firm or corporation, in addition to the amount which was unpaid when due, is liable to the employee for two times that unpaid amount as liquidated damages. This section regulates the timing of wage payments upon separation from employment and not whether overtime pay is due. Liquidated damages that can be awarded under this section are not available to employees claiming they were misclassified as exempt from overtime under state and federal wage and hour laws. Every employee shall have a lien and all other rights and remedies for the protection and enforcement of his or her salary or wages, as he or she would have been entitled to had he or she rendered service therefor in the manner as last employed; except that, for the purpose of liquidated damages, the failure shall not be deemed to continue after the date of the filing of a petition in bankruptcy with respect to the employer if he or she is adjudicated bankrupt upon the petition.

Note: WV Code updated with legislation passed through the 2015 Regular Session

The WV Code Online is an unofficial copy of the annotated WV Code, provided as a convenience. It has NOT been edited for publication, and is not in any way official or authoritative.

Final wages

10/28/15, 9:06 PM

West Virginia Division of Labor

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Acting Commissioner John R. Jenkins

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West Virginia Division of Labor Wage & Hour



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Final Wages

Requirements for Meeting Final Wages:

The following table outlines the time frame requirements for meeting final wages as established by §21-5-4 of the West Virginia Code.

The seventy-two (72) hour requirement does not exclude holidays, weekends, etc.

Reason for Separation of Employment	Time Frame
Discharged /Fired	4 business days from the time of discharge
Quit /Resigned without notice	Next regular payday
Quit /Resigned with a full pay periods notice	Last day of work
Lay-off due to economic condillions	Next regular payday

The payment of final wages includes any fringe benefits that are capable of calculation at the time of separation of employment. The decision concerning whether or not certain fringe benefits must be included in final wages is based on written company policy and is decided on a case by case basis.

Definitions:

- **WAGES:** Compensation for labor or services rendered by an employee, whether the amount is determined on a time, task, piece, commission or other basis of calculation. The term wages also includes then accrued fringe benefits capable of calculation and payable directly to the employee.
- **DISCHARGE:** An involuntary termination OR the cessation of performance of work by employee due to employer action.
- **LAYOFF:** The involuntary cessation of employment for a reason not relating to the quality of the employee's performance or other employee-related reason.

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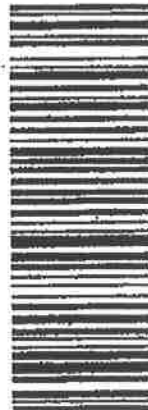
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★ Verizon did not inform me of layoff,
 until 4:00 pm June 13, 2013. Judy Isner called
 me @ home. I was not offered another job, or retreat
 rights. I had retreat rights until March 2014. I
 was out on benefits and also received an additional benefits
 check January 2014.



STATE OF WEST VIRGINIA
MAGISTRATE COURT - HARRIS
ROOM 212
306 WASHINGTON AVENUE
CLARKSBURG, WV 26301

WENDY DAVIS
Magistrate Court Clerk



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